

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

| | |
|--|-----------------------|
| IN RE | CHAPTER 7 |
| BRITTNY ROBINSON, | CASE NO. 21-57519-BEM |
| Debtor. | |
| SANTANDER CONSUMER USA INC., | |
| Movant, | |
| v. | CONTESTED MATTER |
| BRITTNY ROBINSON, Debtor; and S. GREGORY HAYS, Trustee, | |
| Respondents. | |

NOTICE OF HEARING

PLEASE TAKE NOTICE that **Santander Consumer USA Inc.** has filed a Motion for Relief from Automatic Stay and related papers with the Court seeking an order of relief from the Automatic Stay.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion for Relief from Automatic Stay, at **10:15 am on June 7, 2023** in **Courtroom 1402, The Richard B. Russell Federal Building, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303** which may be attended in person or via the Court's Virtual Hearing Room. You may join the Virtual Hearing Room through the "Dial-in and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the court's website, www.ganb.uscourts.gov, or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing information" tab on the judge's webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage..

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleadings with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk before the hearing. The address of the Clerk's Office is Clerk, U.S. Bankruptcy Court, Room 1340, U.S. Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

If a hearing on the Motion cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

Dated: May 23, 2023

Signature: /s/Philip L. Rubin

Philip L. Rubin
5555 Glenridge Connector
Suite 900
Atlanta, Georgia 30342
(404) 869-6900
prubin@lrglaw.com
Bar Number 618525

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

| | | |
|--------------------------------------|---|-----------------------|
| IN RE | : | CHAPTER 7 |
| BRITTNY ROBINSON, | : | CASE NO. 21-57519-BEM |
| Debtor. | : | |
| SANTANDER CONSUMER USA INC., | : | |
| Movant, | : | |
| v. | : | CONTESTED MATTER |
| BRITTNY ROBINSON, Debtor; | : | |
| and S. GREGORY HAYS, Trustee, | : | |
| Respondents. | : | |
| | : | |
| | : | |
| | : | |
| | : | |

MOTION FOR RELIEF FROM AUTOMATIC STAY

NOW COMES SANTANDER CONSUMER USA INC. (the "Movant") and moves this Court for relief from the automatic stay and shows the Court as follows:

1.

On October 7, 2021, Brittny Robinson ("Debtor") filed a Voluntary Petition pursuant to 11 U.S.C. Chapter 7, and said case is pending before this Court.

2.

Movant has a net claim in this case secured by a first priority lien against Debtor's vehicle, to wit: 2017 Mercedes C Class (the "Collateral"). The approximate payoff is \$19,402.88. Loan documents supporting the claim are served herewith on the parties. Debtor is currently delinquent \$2,393.26 to Movant.

3.

Movant does not have proof of insurance protecting its interest in the Collateral or has been advised that there is no insurance in force.

4.

Debtor does not have equity in the Collateral and the Collateral is not necessary to a reorganization that is in prospect. There is no equity in the Collateral to benefit the estate and the Trustee's interest should be abandoned.

5.

Cause exists including the lack of adequate protection to grant Movant relief from the automatic stay so as to authorize Movant to recover and dispose of the Collateral. Movant requests the right to file an amended proof of claim after liquidation of the Collateral.

6.

Movant requests that Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant prays that this Court:

- (a) Hold a hearing pursuant to this Motion within thirty (30) days as is required under 11 U.S.C. Section 362(e);
- (b) Grant Movant relief from the automatic stay under 11 U.S.C. Section 362(d) so as to allow Movant to recover and dispose of the Collateral and to apply the net proceeds generated therefrom to its claim in this case, and if the disposition results in a deficiency, amend its claim filed in this case, subject to objection;

- (c) Rule 4001(a)(3) be waived; and
- (d) Grant such other and further relief as the Court deems to be just and proper.

This May 23, 2023.

The Law Office of
LEFKOFF, RUBIN, GLEASON, RUSSO & WILLIAMS, P.C.
Attorneys for Movant

By:/s/ Philip L. Rubin
Philip L. Rubin
Georgia State Bar No. 618525

5555 Glenridge Connector
Suite 900
Atlanta, Georgia 30342
(404) 869-6900
prubin@lrglaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE : CHAPTER 7
BRITTNY ROBINSON, : CASE NO. 21-57519-BEM
Debtor.

SANTANDER CONSUMER USA INC., :
Movant,
v. : CONTESTED MATTER
BRITTNY ROBINSON, Debtor; :
and S. GREGORY HAYS, Trustee,
Respondents.

CERTIFICATE OF SERVICE

The undersigned, Philip L. Rubin, hereby certifies that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that I served the MOTION FOR RELIEF FROM AUTOMATIC STAY and NOTICE OF HEARING on the following parties 1) electronically, if allowed by and pursuant to the requirements of local rule, or 2) by depositing same in the United States Mail in properly addressed envelope(s) with adequate postage to all others, as follows:

Brittny Robinson
3920 Augustine Place
Rex, GA 30273

S. Gregory Hays
Chapter 7 Trustee
Hays Financial Consulting, LLC
Suite 555
2964 Peachtree Road
Atlanta, GA 30305

This May 23, 2023.

The Law Office of
LEFKOFF, RUBIN, GLEASON, RUSSO & WILLIAMS, P.C.
Attorneys for Movant

By: /s/ Philip L. Rubin
Philip L. Rubin
Georgia State Bar No. 618525

5555 Glenridge Connector
Suite 900
Atlanta, Georgia 30342
(404) 869-6900
prubin@lrglaw.com

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

| | | |
|--|---|---|
| Buyer Name and Address (Including County and Zip Code) BRITTNY RACQUEL ROBINSON 3920 AUGUSTINE PLACE Rex, GA 30273 CLAYTON | Co-Buyer Name and Address (Including County and Zip Code) N/A | Seller-Creditor (Name and Address) STONE MOUNTAIN MOTORS LLC 4400 STONE MOUNTAIN HIGHWAY Lilburn, GA 30047 |
|--|---|---|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

| New/Used | Year | Make and Model | Vehicle Identification Number | Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural |
|----------|------|-----------------------|-------------------------------|--|
| Used | 2017 | Mercedes-Benz C-Class | WDDWF4JB8HR253791 | N/A |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | | | | | | | | | | |
|---|--|---|--|--|--------------------|--------------------|-----------------------|----|-----------|------------------------------|-----|--------|-----|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 21.20 % | FINANCE CHARGE The dollar amount the credit will cost you. \$ 18,342.65 | Amount Financed The amount of credit provided to you or on your behalf. \$ 23,204.23 | Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 41,546.88 | Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 4,000.00 is \$ 45,546.88 | | | | | | | | | |
| Your Payment Schedule Will Be: (e) means an estimate <table border="1"> <thead> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> <th>When Payments Are Due</th> </tr> </thead> <tbody> <tr> <td>72</td> <td>\$ 577.04</td> <td>Monthly beginning 11/12/2020</td> </tr> <tr> <td>N/A</td> <td>\$ N/A</td> <td>N/A</td> </tr> </tbody> </table> | | | | | Number of Payments | Amount of Payments | When Payments Are Due | 72 | \$ 577.04 | Monthly beginning 11/12/2020 | N/A | \$ N/A | N/A |
| Number of Payments | Amount of Payments | When Payments Are Due | | | | | | | | | | | |
| 72 | \$ 577.04 | Monthly beginning 11/12/2020 | | | | | | | | | | | |
| N/A | \$ N/A | N/A | | | | | | | | | | | |
| Late Charge. If payment is not received in full within <u>10</u> days after it is due, you will pay a late charge of \$ <u>50.00</u> or <u>5</u> % of the part of the payment that is late, whichever is less. Prepayment. If you pay early, you will not have to pay a penalty. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest. | | | | | | | | | | | | | |

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge equal to the greater of \$30 or 5% of the check amount if any check you give us is dishonored and we make written demand that you do so.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.

ITEMIZATION OF AMOUNT FINANCED

| | | | |
|---|-----------|---------|---------------|
| 1 Cash Price (including taxes of \$ | 1,626.23) | \$ | 24,969.23 (1) |
| 2 Total Downpayment = | | | |
| Trade-In | N/A | N/A | |
| (Year) | (Make) | (Model) | |
| Gross Trade-In Allowance | | \$ | N/A |
| Less Pay Off Made By Seller to | N/A | \$ | N/A |
| Equals Net Trade In | | \$ | N/A |
| + Cash | | \$ | 4,000.00 |
| + Other | N/A | \$ | N/A |
| + Other Rebates | | \$ | 0.00 |
| + Other N/A | | \$ | N/A |
| (If total downpayment is negative, enter "0" and see 4I below) | | \$ | 4,000.00 (2) |
| 3 Unpaid Balance of Cash Price (1 minus 2) | | \$ | 20,969.23 (3) |
| 4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts): | | | |
| A Cost of Optional Credit Insurance Paid to Insurance Company or Companies. | | | |
| Life | | \$ | N/A |
| Disability | | \$ | N/A |
| B Vendor's Single Interest Insurance Paid to Insurance Company | | \$ | N/A |
| C Other Optional Insurance Paid to Insurance Company or Companies | | \$ | N/A |
| D Optional Gap Contract | | \$ | 1,000.00 |
| E Official Fees Paid to Government Agencies | | | |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| F Government Taxes Not Included in Cash Price | | \$ | N/A |
| G Government License and/or Registration Fees | | | |
| N/A | | | |
| License and Registration Fee | | \$ | 219.00 |
| H Government Certificate of Title Fees | | \$ | 18.00 |
| I Other Charges (Seller must identify who is paid and describe purpose.) | | | |
| to N/A for Prior Credit or Lease Balance | | \$ | N/A |
| to DOC FEE for Documentation Fee | | \$ | 998.00 |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| to N/A for N/A | | \$ | N/A |
| Total Other Charges and Amounts Paid to Others on Your Behalf | | \$ | 2,235.00 (4) |
| 5 Amount Financed (3 + 4) | | \$ | 23,204.23 (5) |

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before

N/A , Year N/A . SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. JM&A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs x A Blum

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Georgia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked on page 1 of this contract.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability: Buyer Co-Buyer Both

Premium:

Credit Life \$ _____ N/A

Credit Disability \$ _____ N/A

Insurance Company Name _____
N/AHome Office Address _____
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

_____ N/A _____ N/A
Type of Insurance Term

Premium \$ _____ N/A

Insurance Company Name _____
N/AHome Office Address _____
N/A

_____ N/A _____ N/A
Type of Insurance Term

Premium \$ _____ N/A

Insurance Company Name _____
N/AHome Office Address _____
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X B N/A _____ N/A
Buyer Signature Date

X B N/A _____ N/A
Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE
ON YOUR LIABILITY FOR BODILY INJURY OR
PROPERTY DAMAGE CAUSED TO OTHERS.**

OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of Georgia apply to this contract.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs **X C** *blm*

Co-Buyer Signs **X C**

N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs **X D** *blm*

Date 09/28/2020

Buyer Printed Name BRITTNY RACQUEL ROBINSON

Co-Buyer Signs **X D**

N/A

Date N/A

If the "business" use box is checked in "Primary Use for Which Purchased"; Print Name **N/A**

Co-Buyer Printed Name **N/A**

Title **N/A**

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here **X**

N/A

Date **N/A**

Address

N/A

Seller signs **STONE MOUNTAIN MOTORS LLC**

Date 09/28/2020

By **X D**

Title finance manager

Seller assigns its interest in this contract to **SANTANDER CONSUMER USA**

(Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse

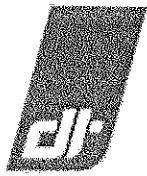
Assigned without recourse

Assigned with limited recourse

Seller **STONE MOUNTAIN MOTORS LLC**

By **X E**

Title finance manager



Collateral Management Services
9750 Goethe Road | Sacramento, CA 95827

Santander Consumer USA Inc.

Lien and Title Information

Lienholder

ELT Lien ID
Lienholder SANTANDER CONSUMER USA INC
Lienholder Address
Lien Release Date

Vehicle and Titling Information

| | | | |
|----------------------|--|-------------------------|------------|
| VIN | WDDWF4JB8HR253791 | Issuance Date | 10/29/2020 |
| Title Number | 770053269246965 | Received Date | 10/29/2020 |
| Title State | GA | ELT/Paper | ELECTRONIC |
| Year | 2017 | Odometer Reading | |
| Make | MERZ | Branding | |
| Model | | | |
| Owner 1 | BRITTNY RACQUEL ROBINSON | | |
| Owner 2 | | | |
| Owner Address | 3920 AUGUSTINE PL REX, GA 302735825 | | |

Printed: Monday, May 22, 2023 11:24:12 AM PST